BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/GM(M&C)/127/RO/2023-24

ANNEXURES

For

Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ, area of BESCOM.

ANNEXURES

IMPORTANT: TO BE FILLED APPROPRIATELY, PRINTED, SIGNED BY THE BIDDER, SCANNED AND UPLOADED

ANNEXURES

CONTENTS

Annexure No.	DESCRIPTION
I	Bid Form
II	No Deviation Certificate
III	Proforma of Bank Guarantee for EMD
IV	Proforma of Bank Guarantee for Contract Performance
V	Proforma of Extension of Bank Guarantee
VI	Proforma of Letter of Undertaking.
VII	Proforma of NOC.

ANNEXURE I

BID FORM

Enquiry No:-**----------**

Ref No: - Dated:-

From,

To,
The General Manager (Ele),
Meter & Commercial,
Corporate office, BESCOM,
K.R. Circle, Bangalore-01.

Sir,

Having examined and understood the Conditions of the Contract and the Technical Specifications in the bidding documents issued under Enquiry No:-**----------** for *"Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ area of BESCO*M*",* including any addendum/ amendments, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit the fully completed Bid documents, which includes the

a) EMD
b) Qualifying requirements
c) Technical details
d) Price Bids.

We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Bidding Documents, for the sum stated & quoted in the Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith & made part of the Bid.

We undertake, if our Bid is accepted, to execute the contract agreement within the stipulated time of **15 days**.

In case of acceptance of our Bid, we will obtain the **Guarantee from Bank** as **Performance Guarantee as enumerated in Clause 26.0 of ITB of tender document.**

We note that the prices offered are **FIRM** throughout the period of contract including extended period if any as per the Commercial Terms and Conditions.

We agree to keep this Bid valid for a period of **180 days** from the date of Bid opening & it shall remain binding upon us & may be accepted at any time before expiration of that period.

We have paid the requisite amount E.M.D. as per the relevant clause of the tender.

Until a formal contract is prepared & executed, this Bid together with written acceptance of BESCOM and by notification of Award shall constitute a binding contract.

We understand that BESCOM is not bound to accept the lowest or any Bid that it may receive.

Dated this. . . . . Day of . . . . . 20 ....

Name in Block Letters

(DESIGNATION)

Duly authorized to sign Bid for and on behalf of ---------- *(NAME OF FIRM).*

Witness:

Address:

Signature:

ANNEXURE-II

Enquiry No:-**----------**

To,

The General Manager (Ele),
Meter & Commercial,
Corporate office, BESCOM,
K.R. Circle, Bangalore-01.

From,

Bidder's name & address

NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No.**.....** dated **.....**for *"Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ area of BESCOM",* we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clause are acceptable to us, and we have :

i. Not taken any deviation whatsoever to any clauses specified in the Bid documents

OR

ii. Taken deviation in one or more clauses specified in the Bid documents which are listed in the table shown below:

Deviation table:

Sl No	Bid document reference clause No.	Description	Deviation details	Remarks, if any

We further confirm that any deviation other than to the above Clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever.

Date
Place

Signature
Name
Designation
Company Seal

ANNEXURE – III

Enquiry No:-**----------**

PROFORMA OF BANK GUARANTEE
FOR EMD
(To be stamped in non judicial paper of Rs.200/- value)

The non judicial stamp paper should be in the name of issuing Bank.

Ref.....

Bank Guarantee No.....
Date .....
..

To,
The General Manager (Ele),
Meter & Commercial,
Corporate office, BESCOM,
K.R. Circle, Bangalore-01.

Dear Sir,

In accordance with Notice inviting tender vide Enquiry No **.....**, M/s..... having its Registered/ Head Office at .....(hereinafter called the Bidder) wish to participate in the said Bid for *"Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ area of BESCO*M*",* conforming to technical specifications stipulated in the tender required for procurement by BESCOM through retail outlets for a period of one years" and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of .....Valid up to .....on behalf of Bidder in lieu of the Bid

deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the……Bank at ……. having our Head Office at ……(local address) Guarantee and undertake to pay immediately on demand by BESCOM the amount of …… (in words & figures) merely on demand and without any reservation, protest, demur and recourse. **Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including*********
If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ……day of……20 …….at…….

WITNESS:

……. . ……..

(Signature) (Signature)

……. …….

(Name) (Name)

……. ……..

(Official Address) (Designation with Bank Stamp)

Attorney as per
Power of Attorney No
Date ……

(*******) This date shall be Two Hundred and twenty five (225) days from the date of Bid Opening.

ANNEXURE- IV

Enquiry No:-**----------**

PROFORMA OF BANK GUARANTEE FOR CONTRACT PROFORMANCE

(To be stamped in non judicial paper of Rs.200/- value)

Ref.....

Bank Guarantee No .....
Date .....

To,
The General Manager,
Meter & Commercial,
BESCOM, Corporate Office,
K.R.Circle, Bangalore

Dear Sir,

In consideration of the Bangalore Electric supply Company Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/ Head Office at..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for *"Sale of single phase, three phase whole current and three phase CT operated Static Meters for prospective consumers on rate contract basis in retail outlets and for procurement of meters for arranging power supply to*

*new connections under Janasnehi and for replacement of defective /burnt-out meters on need basis against Purchase orders placed for O&M Divisions in Retail Outlets of BESCOM for a period of one year extendable for another one year or till implementation of Smart meters whichever is earlier in CTZ area of BESCO*M*",* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to ..... * .....(%).....percent) of the said value of the Contract to the Owner.

We ..... (Name & Address) having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to ..... **..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to .....and it shall remain in force up to and including .....and shall be extended from time to time for such period, as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
. .....	.....
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No .....
Date .....

NOTE:

* This Sum shall be Five percent (5%) of the Contract Price.

** The date will be sixty (60) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.

ANNEXURE- V

Enquiry No:-**----------**

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref ……. Date …….

To,

Dear Sir,

Sub: Extension of Bank Guarantee No ……for `……favouring yourselves, expiring on ……. on account of M/s…….in respect of Contract No ……dated…….(hereinafter called original Bank Guarantee).

******

At the request of M/ s ……,We……Bank, Branch Office at ……and having its Head Office at ……do hereby extend our liability under the above mentioned Guarantee No ……. Dated ……. for a further period of ……Years/Months from ……to expire on ……Except as provided above, all other Terms and Conditions of the original Bank Guarantee No ……. dated ……shall remain unaltered and binding.

Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Yours faithfully,

For ……
Manager/Agent/Accountant
Power of Attorney No …….
Dated ……

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the bank who has issued the Bank Guarantee.

ANNEXURE-VI

Enquiry No:-**----------**

PROFORMA OF LETTER OF UNDERTAKING

(To be uploaded by the Bidder along with his Bid)

(To be stamped in non judicial paper of Rs.200/- value)

Ref ……. Date …….

To,

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to ……..(full scope of work).

   a) Notice Inviting Tender.
   b) Contract containing Sections: 'Instructions to Bidder", "Conditions of Contract (CoC)"
   c) Technical Specifications.

2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) Months from the date of opening of Bid i.e. upto……. I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

   This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause 22 Section ITB, Conditions of Contract in the Bid Documents.

   Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned Bid Documents.

Witness:

Signature
Date:
Name & Address

Signature along with Seal of Co.
…….
(Duly authorised to sign the Tender On behalf of the Contractor)

Name …….
Designation …….
Name of Co ……. (in Block Letters)

*Strike out whichever is not applicable.

ANNEXURE-VII

Enquiry No:-**----------**

PROFORMA OF NO OBJECTION CERTIFICATE
(To be uploaded by the Bidder along with his Bid)

Ref ……. Date …….

To,
The General Manager(Elec)
Meter & Commercial,
BESCOM, Corporate Office,
Bangalore.

Dear Sir,

I*/We* have gone through the condition stated in the tender document of Enquiry No: ……., for ……. (full scope of work) and I*/We* understand that BESCOM intends to finalize the bid on different vendors for the tender enquiries in order to avoid dependency on a single firm.

I/we here by further undertake that we have participated in the following Enquiries,

1. …….
2. …….
3. …….
4. …….

and that in case I/we are L-1, in more than one enquiry, our claims is restricted to one enquiry only or at the discretion of BESCOM as per clause No. 5.0 of ITB and forgo our claims in the other Enquiries.

Further, if in case I/we are technically qualified in less than no. of enquiries for which I/we have participated, then the preference of Enquiries for Techno-commercial evaluation shall be considered as below:

1. …….
2. …….
3. …….
4. …….

Further, we state that we have no objection what so ever in allotting the retail outlets in other tender enquiries to other successful bidders at the discretion of BESCOM.

I*/ We* here by further under take that during said period I/We shall not vary/ alter or revoke my/ our bid.

Witness:
Seal

Signature along with Company

.....

Signature
Date:
Name & Address

(Duly authorised to sign the Tender On behalf of the Contractor)

Name .....
Designation .....
Name of Co ..... (in Block Letters)
Company Seal:

Note:

- Strike out whichever is not applicable.
- **Above preference shall be common for all the tender enquires. In case of any discrepancies, preference shall be at the discretion of BESCOM.**